

**INVITATION TO PURCHASE STATE LAND
AT PUBLIC ORAL AUCTION
April 9, 2008**

On behalf of the Montana Department of Labor and Industry (DLI), the Department of Natural Resources and Conservation Yellowstone County for sale at public oral auction.

Information and bid packet are available on the DNRC website at:

<http://dnrc.mt.gov/trust/nontruststateland>. Contact Ethan Stapp for more information at 406-444-0518, or by email at estapp2@mt.gov, or at DNRC Real Estate Management Bureau, PO Box 201601, Helena, MT 59620-1601.

PROPERTY DESCRIPTION

Lots 1 & 2, Block 285 of the First Addition to the Billings Original Townsite, Billings, MT

APPRAISED VALUE/MINIMUM OFFER

The minimum bid of the property has been established by the Land Board as determined by an appraisal and will be used as the **minimum** acceptable bid under the terms and conditions provided herein. The property will not be sold for less than the minimum bid. **The minimum bid is \$32,000.**

AUCTION DATE, TIME, AND LOCATION

- Wednesday, April 9, 9:00 a.m.
- Yellowstone County Courthouse, 217 N. 27th St, Billings, MT.

REAL PROPERTY TAXES

The State of Montana is exempt from paying real property taxes. The purchaser will be responsible for future real property taxes from the date of closing.

AUCTION TERMS AND CONDITIONS

1. AUCTION DATE, TIME, AND LOCATION

- Wednesday, April 9, 9:00 a.m.
- Yellowstone County Courthouse, 217 N. 27th St, Billings, MT.

2. AUCTION TERMS

Cash, ten percent (10%) earnest money deposit paid at the close of the auction will be applied to the purchase price. The entire balance of the purchase price must be paid in full at the time of closing. DNRC will set a closing date that is mutually agreeable to the purchaser and DNRC. Closing must be within 30 days of the auction.

3. OFFEROR QUALIFICATIONS

- a. Persons must be at least 18 years of age in order to participate in the auction; and,
- b. Bids made by public employees must be in compliance with Standards of Conduct set forth in Title 2, Chapter 2, MCA.
- c. Pursuant to 77-1-113, MCA, State employees may be disqualified from participation in the auction.

4. SUBMITTING THE BID DEPOSIT

- a. A bid deposit in the amount of One Thousand (\$1000.00) Dollars is required in the form of a cashier's check or other certified funds, made payable to the Department of Natural Resources & Conservation. **Do Not Send a Personal Check.**
- b. Each Offer to Purchase and Bid Deposit Receipt must be made on the attached **OFFER TO PURCHASE AND BID DEPOSIT RECEIPT form** and must be received by **Ethan Stapp at MT DNRC, P.O. Box 201601 Helena, Montana 59620-1601 on or before 5:00 p.m., April 4, 2008** to be considered.
- c. Offer to Purchase and Bid Deposit Receipt forms that are not signed and dated will be disqualified. Offers submitted without sufficient deposit will be disqualified.

5. DEADLINE

Offer to Purchase and Bid Deposit Receipt and bid deposit of \$1000.00 must be received by DNRC by **5:00 p.m. on April 4, 2008 (Offer Closing Date)**. All parties submitting a deposit are responsible for ensuring that their deposit is received by the Offer Closing Date. Deposits received after the Offer Closing Date will not be considered.

6. AUCTION PARTICIPANTS

Only those individuals submitting an Offer to Purchase and Bid Deposit Receipt and a bid deposit of \$1000.00 will be allowed to participate in the auction.

7. FORFEITURE OF BID DEPOSIT

A qualified bid participant(s) or designated representative(s) who fails to attend the bid auction for reasons other than good cause, as may be determined and approved by DNRC **in writing, prior to the auction date**; and/or who, in the event no other bids are received, fails to pay the minimum bid amount under terms and conditions contained herein, shall at the discretion of DNRC, be deemed to have forfeited the bid deposit to the State of Montana.

8. DISQUALIFICATION

Any of the following may, at DNRC's sole discretion, disqualify a participant at the auction, if the:

- a. Offer to Purchase and Bid Deposit Receipt is received without sufficient deposit amount.
- b. Offer to Purchase and Bid Deposit Receipt is not completed in full, signed and dated.
- c. Offer to Purchase and Bid Deposit Receipt is received after 5:00 p.m. on April 4, 2008.

9. SALE PROCEDURE

On the day of sale:

- a. Bidding will open at the minimum bid amount. Bid raises will only be accepted in increments of not less than \$500 until the property is sold to the highest bidder, who will be deemed to be the purchaser of the property.
- b. **Earnest Money Deposit.** An earnest money deposit in the amount of **TEN PERCENT (10%)** of the high bid amount (rounded up to the nearest multiple of \$25) must be submitted to DNRC by the high bidder (purchaser) immediately following the auction and be **in the form of a Cashier's Check, Money Order, or other certified funds made payable to the Department of Natural Resources and Conservation or DNRC. DO NOT BRING CASH!** The bid deposit from the purchaser shall be applied toward the purchase price of the property.
- c. DNRC will set a closing date that is mutually agreeable to both parties provided that such date shall be within thirty (30) days of the sale. The balance of the purchase price of the property and any closing costs must be paid in full at closing made payable to DNRC in the form of a cashier's check or other certified funds.

10. FORFEITURE OF EARNEST MONEY DEPOSIT

In the event that the purchaser fails to meet any or all of the terms and conditions contained in the bid package documents, all monies which have been collected and credited toward the purchase price may be retained as liquidated damages and not as a penalty, and DNRC shall be free to accept the second high bidder as purchaser.

11. CLOSING COSTS

The purchaser shall be responsible for paying all closing costs. Closing costs may include, but are not limited to, recording fees, escrow fees, fees related to verification of deposit and credit, and administrative fees.

12. TITLE INSURANCE

The State of Montana does not warrant title to this property. Title shall be delivered at the time of closing by Grant Deed. Title insurance, if desired, will be the responsibility of the purchaser. No representation of title accuracy is made by the State of Montana, and title investigation is the sole responsibility of the bidders.

13. LAND STATUS

A copy of the deed vesting title in this property to the State is provided as part of this bid package for informational purposes only. The State of Montana does not warrant title to the property nor attempt to provide a full record of the property.

14. CONVEYANCE

The parcel shall be conveyed by Grant Deed and shall be fully subject to all encumbrances, including but not limited to patents, easements, conditions, taxes, assessments, zoning regulations, rights-of-way, exceptions and restrictions of record, and reservations of oil, petroleum, gas, coal, ore, minerals, fissionable materials, geothermal resources, fossils or other rights (gaseous, liquid and solid) in and under the property. DNRC will send a copy of the deed to the Yellowstone County Clerk & Recorder for recordation. The recorded deed will be sent by the county to the purchaser.

15. PARCEL INSPECTION

Interested parties are strongly urged to do an on-site inspection of the parcel prior to submitting an Offer to Purchase. It is also recommended that offerors inspect all public records pertaining to this property.

16. WARRANTIES

Purchaser assumes all responsibility and liability for the property. It is the purchaser's responsibility to examine the property and take such other steps as may

be necessary to ascertain the exact character and location of the property and improvements. Purchaser assumes all responsibility and liability to comply with applicable law. In addition, DNRC makes no warranties, either express or implied, nor assumes or retains any liability whatsoever, regarding the social, economic, safety, human health, or environmental aspects of the property, to include, without limitation, the soil conditions, water drainage, physical access, environmental mitigation, natural or artificial hazards which may or may not exist, or the merchantability, suitability or profitability of the property for any use or purpose. **This property is offered "AS IS".**

17. CONDITIONS

DNRC reserves the right to postpone or cancel this offering, in whole or in part, to change the minimum price of the parcel, or to withdraw parcel from this sale at any time prior to the sale, without notice. DNRC shall not be liable for any expenses incurred by any parties participating in this sale as a result of, but not limited to, a change in the minimum price, or withdrawal of the parcel from sale. The right is reserved to waive technical defects in the bid package.

GENERAL TERMS AND CONDITIONS FOR SALE OF STATE LAND

1. PROPERTY, CONVEYANCE AND TITLE INSURANCE

- a. The terms of sale set forth herein are subject to the provisions of Statutes found in §77-2-301 through 323, Montana Code Annotated.
- b. The property to be sold is described in the Legal Notice.
- c. All of the State's interest as lessor or sublessor in any leases, rental, or occupancy agreements covering any portion of the property, and exclusive easements, rights of way, water rights, and other rights used in connection with the property will be conveyed unless the Legal Notice lists rights that will be reserved.
- d. All property sold is subject to existing easements and encumbrances on file with the Yellowstone County Clerk and Recorder and the Montana Department of Natural Resources and Conservation.
- e. Those minerals and access rights described in Section 77-2-304, MCA, are reserved from sale.
- f. All property is sold subject to all assessments unpaid at time of sale.
- g. All property is sold "AS IS", without any warranty of title. Bidders are encouraged to examine the property offered for sale to ascertain for themselves the condition of the property, and the existence, if any, of encumbrances, encroachments, etc. The State does not make, and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, about property offered for sale, including, but not limited to any improvements located thereon, and no employee or agent of the State is authorized to provide any such warranty. Additionally, without limitation, the State does not warrant the existence or nonexistence of any pollutants, contaminants, or hazardous waste prohibited by law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration, or escape of such substances at, from, or into any State land offered for sale. Purchaser shall fully release the State from any and all liability to the Purchaser arising out of or related to the condition of the property prior to closing. Purchaser shall indemnify, defend, and hold harmless the State with respect to, but not limited to any claims, damages, liabilities, penalties (civil and criminal), and any other costs, including attorney's fees and costs imposed or related to any hazardous, toxic, dangerous, or harmful substances on the property, deposited or released after the title to the property has been conveyed to the Purchaser.
- h. The State conveys title by Patent, grant deed, or quitclaim deed as determined by the Department, and executed by the Governor of the State of Montana. The State shall arrange for the appropriate deed to be executed by the Governor upon final approval of the sale by the Board of Land Commissioners and confirmation that the State Treasurer has received the full purchase price and other payments required of the Purchaser.
- i. The State does not furnish title insurance.
- j. Closing shall occur at the DNRC's Helena office.

- k. Purchaser must also execute any other documents necessary to consummate sale as provided herein.

2. PURCHASE PRICE AND PAYMENT

- a. The purchase price consists of the amount of the winning bid, which will be at or above the appraised fair market value and other charges as per the Real Property Sales Notice applicable to this sale.
- b. Full payment of the purchase price shall be made in the form and within the time specified in the Legal Notice.

3. DESTRUCTION OR CONDEMNATION

- a. If on or before the date set for full payment of the purchase price, the property is either materially damaged, or condemnation proceedings are commenced with respect to the property, the Purchaser shall have the right, at its sole election, by giving notice to the State prior to the date of payment, either to terminate the purchase or to purchase the property. If Purchaser elects to terminate the purchase, the bid deposit will be returned to the Purchaser and all rights and obligations of the Purchaser and State under the public auction shall terminate.
- b. Should the Purchaser purchase the property, the Purchaser shall have the right to receive Condemnation awards payable by reason of the damage or condemnation occurring prior to sale. Should the Purchaser elect to terminate the purchase, the State shall retain all such Condemnation awards.

4. NOTICES

Any notices given by State to the successful bidder shall be in writing and shall be deemed given upon personal service or deposit in the United States first class mail, postage prepaid, addressed to the bidder at the last address furnished by him or her in writing.

5. PRORATIONS

The State will prorate all irrigation, water, sewer, utility, maintenance or other expenses with respect to the operation of State property between the Purchaser and the State as of the date of execution of the deed to the property by the Governor, or as of the date on which the department executes the real estate contract for the sale of the property, as the case may be. Prorations are due and payable at the same time as the full payment of the purchase price.

6. REAL ESTATE COMMISSIONS

Real estate commissions are paid at the discretion of the Director. Only those parcels for which a commission is published are eligible for a commission. For all other sales, the real estate agent or broker acting in connection with a sale shall be deemed to be the sole agent of the Purchaser, and the Purchaser shall pay any real estate commission payable in connection therewith.

7. ASSIGNMENT

No purchaser of State land may assign its purchase rights without the prior written consent and acceptance by the State, which consent and acceptance the State may withhold in its sole and absolute discretion.

8. POSSESSION

The Purchaser of State land is entitled to possession upon execution of the deed by the Governor, subject to any existing leases and rights of persons in possession of the property, unless otherwise noted in the Legal Notice. All property is sold subject to settlement with the lessee for improvements (if any) to the land as required by Sections 77-6-302 through 306, Montana Code Annotated.

9. REAL PROPERTY TAXES

The State of Montana is exempt from paying real property taxes. The purchaser will be responsible for future real property taxes from the date of closing.

10. MISCELLANEOUS

- a. Venue for any disputes involving auction sales shall be in Lewis and Clark County.
- b. The Purchaser's representations, warranties, and obligations shall be operative on and after any conveyance of the Property, and shall not be deemed to have merged with any deed, or be extinguished as a result of the conveyance.

Insure form is completely filled out, signed, and notarized prior to submittal.

STATE OF MONTANA LAND SALE
OFFER TO PURCHASE AND BID DEPOSIT RECEIPT

The undersigned Potential Bidder (hereinafter called "Bidder"):

Bidder(s)

offers to purchase from the State of Montana, by and through the State Board of Land Commissioners and the Montana Department of Labor and Industry (hereafter referred to as "Seller") the real property described below upon the terms and conditions set forth herein should the Bidder's offer be accepted by the Seller.

as ☐ joint tenants with rights of a survivorship, ☐ tenants in common, ☐ single in his/her own right, ☐ other _____ offers to purchase the following described real property (hereinafter referred to as "Property"):

Lots 1 & 2, Block 285 of the First Addition to the Billings Original Townsite, Billings, MT

Should the Seller accept the bid of the above-described Bidder for the purchase of the above-described real property, the Seller and the Bidder, hereby agree that:

- 1. Bidder shall pay any balance owed on the purchase price on or before 30 days after the auction date in accordance with §77-2-329, MCA, and any closing costs associated with the sale. Receipt by the Seller of the full balance owed constitutes the effective date of sale. If payment is not made in accordance with §77-2-329, MCA, Bidder forfeits their bid deposit, which is being held by the Seller.
- 2. Bidder shall be responsible for making any and all payments to Yellowstone County for taxes and/or assessments, if any, levied against the property for the current tax year.
- 3. The Buyer represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
- 4. The department shall retain the bid deposit of the successful bidder, which will be applied toward the purchase price. The department shall return the bid deposits of all unsuccessful bidders within ten business days following the auction.
- 5. State retains any/all access easements for itself across the parcel unless specifically stated otherwise.
- 6. Purchaser assumes all responsibility and liability for the property, buildings, and any contents (i.e., asbestos, hazard mitigation, etc.). It is the purchaser's responsibility to examine the property and take such other steps as may be necessary to ascertain the exact character and location of the property and improvements. Purchaser assumes all responsibility and liability to comply with applicable law. In addition, DNRC makes no warranties, either express or implied, nor assumes or retains any liability whatsoever, regarding the social, economic, safety, human health, or environmental aspects of the property, to include, without limitation, the soil conditions, water drainage, physical access, environmental mitigation, natural or artificial hazards which may or may not exist, or the merchantability, suitability or profitability of the property for any use or purpose. **This property is offered "AS IS".**
- 7. Conditions of title may change before the auction. At the auction, if title conditions have changed, bidders will be provided with an updated Land Status Report and the parcel will be sold subject to the updated Report.
- 8. Where no bids are received at auction **due to changes in terms, conditions, or an increase in the minimum bid**, each bid deposit shall be returned to the bidder who submitted it to the department.
- 9. The Terms of Sale, Invitation to Purchase, Lease Agreement, and the Land Status Report are incorporated into this purchase agreement by reference herein.

The Bidder hereby verifies that they have read and understood the provisions of this agreement.

Bidder Tax ID Number Date

Bidder Tax ID Number Date

Amount of Bid Deposit Enclosed \$

Subscribed and sworn to before me this day of , 200

(Signature)

(Printed name)

Notary Public for the State of

Residing at (City)

My commission expires

(Month, Day, Year)

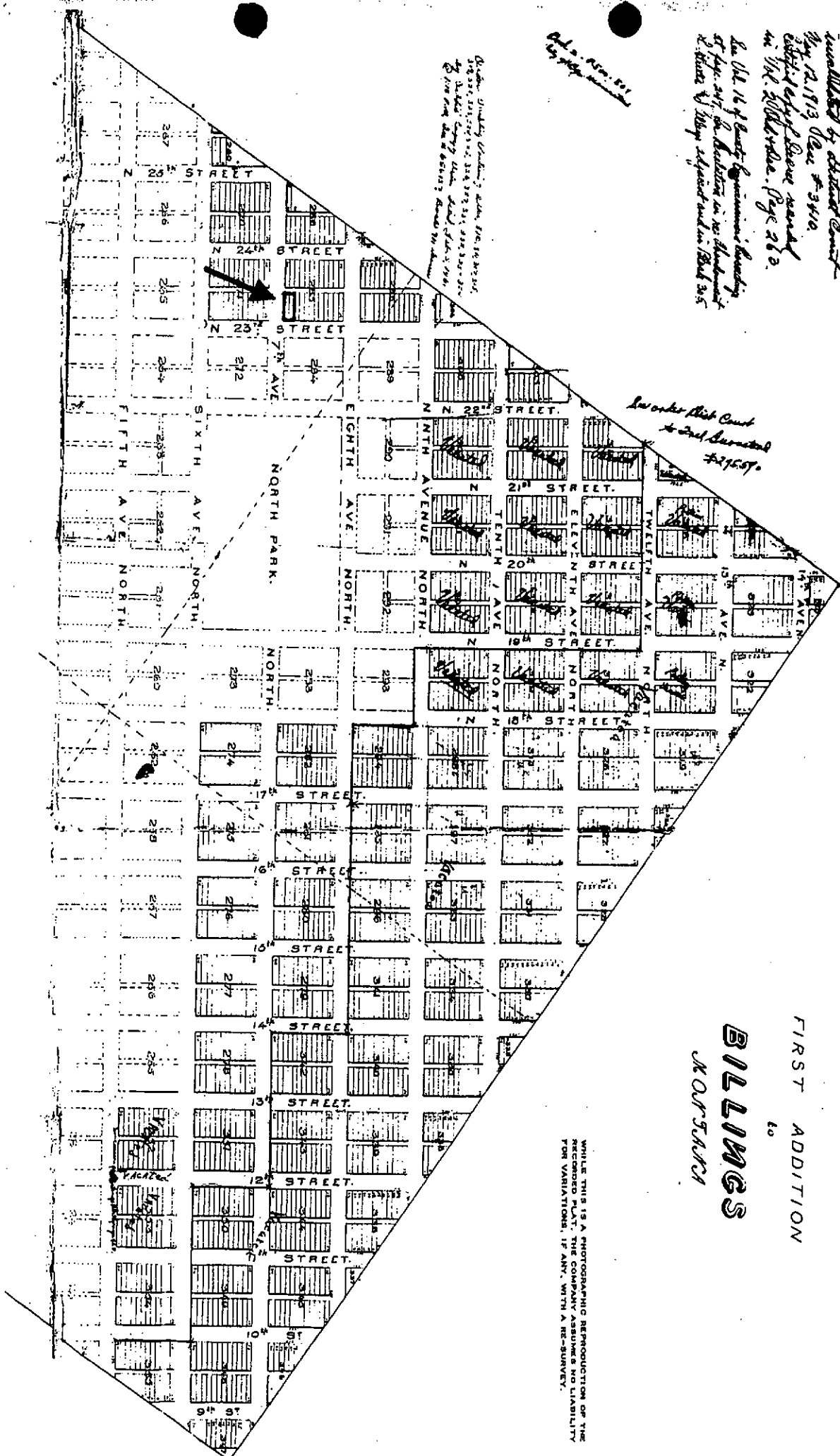
County Clerk, N.C.

*Book 7 Page 99 containing
of County, State and City
incorporated by District Court
May 12, 1913, Case # 3416.
Exhibit of property owned
in Vol. 20 of Records. Page 263.
See Vol. 16 of County Commission's Records
of page 247, for location in the Block
of Block 10 Map adjacent and in Block 315*

*In order that Court
to 2nd. District
\$295.00.*

FIRST ADDITION
to
BILLINGS
NOTES

WHILE THIS IS A PHOTOGRAPHIC REPRODUCTION OF THE
ORIGINAL MAP, THE COUNTY ASSUMES NO LIABILITY
FOR VARIATIONS, IF ANY, WITH A RE-SURVEY.



This Indenture, Made the 15th day of December
A. D. one thousand nine hundred and Sixty Seven (1967)
BETWEEN JAMES R. STIERT, a single man,
of
Billings, Yellowstone County, Montana party of the FIRST PART
and THE STATE OF MONTANA of

the party of the SECOND PART;
WITNESSETH, that the said party of the FIRST PART, for and in consideration of the
sum of Ten Dollars and other valuable consideration Dollars (\$10.00 o.v.c.)
lawful money of the United States of America to him in hand paid by said party of the
SECOND PART, the receipt whereof is hereby acknowledged; does by these presents grant,
bargain, sell, convey, warrant and confirm unto the said party of the SECOND PART, and to
its heirs and assigns forever, the hereinafter described real estate situated in the city or town of
Billings, County of Yellowstone, and State of
Montana, to-wit:

Lots 1 and 2 in Block 285 of the first
addition to the original town, now City
of Billings, according to the plat as
filed and of record in the office of the
Clerk and Recorder of said County.

minerals reserved in ~~the~~ Patent
from USA to Northern Pacific Railroad
Company dated 12/31/1894 and
recorded on 11/4/1896 in Vol K,
Page 275.



TOGETHER with all and singular the hereinbefore described premises together with all tene-
ments, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion
and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right,
title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well
in law as in equity, of the said party of the FIRST PART, of, in or to the said premises, and every
part and parcel thereof, with the appurtenances thereto belonging, TO HAVE AND TO HOLD,
all and singular the above mentioned and described premises unto the said party of the SECOND
PART, and to its heirs and assigns forever.
And the said party of the FIRST PART, and his heirs, does hereby cove-
nant that he will forever WARRANT and DEFEND all right, title and interest in and
to the said premises and the quiet and peaceable possession thereof, unto the said party of the
SECOND PART its heirs and assigns, against all acts and deeds of the said party of the
FIRST PART, and all and every person and persons whomsoever lawfully claiming or to claim the
same.

IN WITNESS WHEREOF, the said party of the FIRST PART has here-
unto set his hand and seal the day and year first hereinbefore written.
Signed, Sealed and Delivered in
the presence of
James R. Stiert (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF MONTANA

County of Yellowstone

ss.

On this 15th day of December in the year nineteen hundred and Sixty Seven (1967) before me R. J. Carstensen, a Notary Public for the State of Montana, personally appeared James R. Stiert

known to me to be a single man and

(or proved to me on oath of)

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial

Seal the day and year first above written.

R. J. Carstensen
Notary Public for the State of Montana.

Residing at Billings, Montana

My Commission expires April 9, 1969.

U. C. COMMISSION
MONTANA

JAN 2 1968

OFFICE OF CHAIRMAN
RECEIVED

Blgs Parking lot

WARRANTY DEED
(S. F.)

James R. Stiert
TO
State of Montana
C. F. C.

Dated 19

STATE OF MONTANA, MONTANA
COUNTY OF YELLOWSTONE COUNTY, MONTANA

Filed for Record this 26 day of

December, A. D. 19 67

at 9:10 o'clock P. M., and

Recorded in Book 873 of Deeds

on Page 50 of the Records of

YELLOWSTONE COUNTY, MONTANA

State of

W. E. M. Cornell

County Clerk and Recorder.

By *[Signature]* Deputy.

Fees \$ *[Signature]*

Return to

Murphy, Lemmy Cam

Box 1722

Ed. John & Lee Helen





